

**CONTRACT PERIOD THROUGH NOVEMBER 30, 2003**

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **AERIAL IMAGING SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on ~~November 1, 2000~~ **OCTOBER 30, 2000**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

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Wes Baysinger, Director  
Materials Management

~~KD DD/mas~~ mm  
Attach

Copy to: Clerk of the Board  
Monica Mendoza, Materials Management  
~~Various~~  
**Marta Dent, Flood Control**  
**Jim Baker, MCDOT**  
**Russell Heisinger, Assessor's Office**

(Please remove Serial 96223-RFP from your contract notebooks)

## REQUEST FOR PROPOSAL FOR: AERIAL IMAGING SERVICES

### 1.0 **INTENT:**

Maricopa County is requesting proposals from interested consultants for Aerial Imaging Services. The contract will be awarded to ONE consultant only (consultants may partner/subcontract with other consultant provided the partners/subcontractors are clearly identified in the proposal). The award will be made to the consultant whose proposal is found to be most advantageous to the county's interests.

The products provided by the consultant will include aerial photography, digital aerial photography, annual flight photography for the Phoenix metropolitan area and flight photography for Maricopa County (Complete) every three years (please refer to enclosed map for the project limits). In addition, other Aerial Imaging related services may be required and will not be limited to flying, compilation, editing, analytics, digital orthos, semi-rectification, compression, computer services, volumes calculations, GIS consulting, GIS application development, plotting, mounting, surveying, black and white or color scanning, database development and management.

### 2.0 **SCOPE OF WORK:**

#### 2.1 **DATA RESTRICTIONS:**

- 2.1.1 No restriction on data distribution. The County can sell or redistribute the data with no restrictions. The Vendor can sell or redistribute the data with no restrictions.
- 2.1.2 The ownership of the negative will remain with the CONSULTANT, through the term of the contract, including any option years. However, the County reserves the right to obtain copies of certain aerial photographs upon request at cost, which should be specified in the company's bid.

#### 2.2 **AREA COVERAGE:**

- 2.2.1 Aerial photography shall be taken covering a forecasted 6870 square miles of Maricopa County on year one of the contract. this area will have a photo scale 1:24000 **In addition to this area, aerial photography of the Tonto National Forest with a forecasted 845 square miles and the San Tan Mountain with a forecasted 216 square miles will also be flown during the first year as shown in Exhibit 3.**
- 2.2.2 Years two and three will cover a forecasted total of 3500 square miles. This area will have a photo scale 1:24000
- 2.2.3 All aerial photographing will be done only on clear, cloudless days at a time which will minimize excessive glare or shadow, or, at other periods authorized in writing by the COUNTY. Film used should be of a quality, which provides satisfactory resolution and is conducive to magnification.

#### 2.3 **PHOTO DATES:**

- 2.3.1 For years 1, 2 and 3 all aerial photography for the metro areas (as shown in exhibit 3) should be taken each year on or near December 1st, but no later than January 15th of the following calendar year.
- 2.3.2 For the first year the additional areas (as shown in exhibit 3) must be flown by March 15th of that year. All aerals should be dated with the actual day the photograph was taken.
- 2.3.3 All aerial photographs which do not meet the quality of accuracy of the specifications, shall be returned to the CONSULTANT at which time the CONSULTANT shall have 30 days to provide the COUNTY with a satisfactory replacement.
- 2.3.4 In the event that weather conditions are such as to prohibit aerial photography, upon written request extensions may be granted by the Assessor if flying conditions were adverse to aerial photography and prevented the completion on the scheduled dates.

2.4 **SCHEDULE FOR DELIVERY:**

For Years 2 and 3 all work shall be completed within 90 calendar days. The calendar days count from the notice to proceed of the first flight date. For the first year all work shall be completed within 150 calendar days. As tiles are completed they should be delivered to the COUNTY.

2.5 **TECHNICAL SPECS:**

The following technical specifications illustrate the specifications by which the County has been operating and accepting digital aerial photography to date. They are to be used as a guideline of what is acceptable to the county in generating the final product. The quality of the final product should be comparable to exhibit 2. Alternative methods that yield similar results are acceptable. Documentation and samples of the results from alternative methodologies shall be submitted to the county for review and approval.

Exhibit 2 is a printed photo at a scale of 1"=50' or 1:600 in a 300 dpi black and white laser printer (FOR A ~~BETTER~~ **PRINTED**-COPY OF THE SAMPLE, PLEASE CONTACT THE PROCUREMENT OFFICER)

2.5.1 **PHOTO SCALE:**

The photo scale will be such that only one image tile will be derived from a single exposure **for options 1 and 2. Stereophotography will be used for option 3.** A photo scale of 1:24000 is to be used for **all tiles** approximately 775 tiles covering 2x2 miles. ~~A photo scale of 1:30000 is desired for approximately 360 tiles covering 3x3 miles.~~ All photos will be black and white. All photogrammetric processes, products and resultant by-products shall conform to the American Society of Photogrammetry and Remote sensing (ASPRS), "ASPRS Accuracy Standards for Large Scaled Maps" (ASPRS 1990) Class I standards specifications.

2.5.2 **PHOTOGRAMMETRIC SCANNING:**

Each photograph is scanned such that each dot or pixel has a ground resolution of 1'x1'. If a scale of 1:24000 is used for the photos, then they will be scanned at a resolution of 2000 dots per inch (dpi) to generate the ground resolution of 1'x1' pixel. ~~With the same scanner, photos of a scale 1:30000 would generate a ground pixel of 1.25'x1.25'.~~

2.5.3 **EQUIPMENT:**

The photographs are being taken with a precision metric camera (Zeiss RMK TOP15, Leica RC30 or equivalent. Vendors must specify this in their proposal) equipped with forward motion compensation and gyro stabilized mount.

2.6 **LABEL & TITLING:**

2.6.1 The cd naming convention should be:

All Cd's will be labeled **with the file names contained on the CD**, ~~to designate township, range, section~~ **the** photo date, and scale.

2.6.2 The file naming convention should be:

**Each image will be precisely 5000 x 5000 pixels (feet), with the center of each tile corresponding to an even 5000 increment of the Northing and Easting. To determine the file name, the Easting and the Northing will be divided by 1000. The file name will be a concatenation of the resulting digits from the operation, having easting first followed by the northing. Thus, a tile centered on NAD83 coordinates 325000 1030000 would have a file name 3251030.tif and would have mapextents of 322500,1027500,327500,1032500.**

~~Townships will be indicated with "T" followed by its corresponding number and north or south indicator. Range will be indicated with "R" followed by its corresponding number and east or West indicator. Section will be indicated with corresponding number 1 through 36. Leading 0's for numbers less than 10 should be included.~~

~~Example: T01NR01WS03~~

## 2.7 RECTIFICATION:

Consultant should provide separate fees for the 3 possible alternative options for the aerial photography. The maximum error in horizontal displacement for the second option would be of +- 50 feet in rural areas with few features. The maximum error for horizontal displacement under the third option will be +- 5 feet.

The images will be trimmed to cover ~~a 1-mile by 1-mile~~ **5000 by 5000 feet** area, with ~~at least 100'~~ **of no** overlap. The data will extend to the edge of the image to allow for clean aerial mosaics. All adjacent tiles and all join areas within tiles should edge match.

### 2.7.1 OPTION 1: Semi-rectification

The scanned photography will be warped to a COUNTY supplied street network, USGS 7.5" quadrangles and other existing sources of control. The horizontal datum will be the Arizona State Plane Coordinate System, Central zone, NAD 83, supplied by the COUNTY. As a minimum, 9 points per image will be used for the semi rectification in metro areas and a minimum of 5 points will be used in rural areas. Points in common with adjacent exposures should be used to the greatest extent possible

### 2.7.2 OPTION 2: Ortho-rectification to USGS Quads

The scanned photography will be warped to a COUNTY supplied street network, USGS 7.5" quadrangles and other existing sources of control. The USGS 7.5" DEM's will be used for the terrain model. The horizontal datum will be the Arizona State Plane Coordinate System, Central zone, NAD 83, supplied by the COUNTY. As a minimum, 9 points per image will be used for the semi rectification in metro areas and a minimum of 5 points will be used in rural areas. Points in common with adjacent exposures should be used to the greatest extent possible

### 2.7.3 OPTION 3:

Provide an alternate methodology and fees for producing the orthophotography using stereo photography, Airborne GPS photo control, aerotriangulation and an autocorrelated DTM. The intent is to improve upon the accuracy, which can be achieved using USGS data sets. We expect to achieve a vertical & horizontal accuracy of +- 5 feet. The resulting DTM should also be delivered as part of this project. **All data should be delivered in state plane NAD83 Arizona central, International feet. Elevation should be NAVD 88 International feet**

The Flood Control District could provide a DTM for the areas shown on "Exhibit 4". This data set will only be used by the consultant for this project, can not be redistributed and shall be returned to the district upon completion of the project. Accuracy of the DTM varies as shown on "Exhibit 4". Vertical datum for the Flood Control District is NGVD29

## 2.8 TONE MATCHING:

Adjacent images will be tone and contrast matched to give the appearance of a continuous page. At a minimum, each image will be joined with all adjacent images to form a complete township. Entire townships will be color balanced together so that each township shares common histogram characteristics.

Localized adjustments of brightness values will be done to reduce tonal differences between join areas.

## 2.9 DIGITAL DELIVERABLES FORMAT:

Images will be saved as tiff files with corresponding TFW files for geo-referencing and ready to be displayed on the district Arc/Info system. In addition to the tif format, images should be delivered in MrSid format from LizardTech. The MrSid images will be done for the original images, 5' re-sampled images, 20 ' re-sampled images and 50' re-sampled images. All images will be delivered on CDs. The 20' re-sampled images shall be delivered as entire townships.

## 2.10 SAMPLE IMAGERY:

A sample of an image that meets the specifications described above needs to be submitted and used as a guideline for the quality of the work. A list of references for who you have recently provided similar services is required. The area for the sample imagery is: Township 5N Range 7E sections 29-30-31-32. (Rio Verde Area)

### 3.0 **SPECIAL TERMS & CONDITIONS:**

#### 3.1 CONTRACT LENGTH:

This Request for Proposals is for awarding a firm fixed price contract to cover a THREE (3) year period.

#### 3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this agreement up to a maximum of TWO (2), ONE (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

#### 3.3 INDEMNIFICATION AND INSURANCE:

##### 3.3.1 INDEMNIFICATION FOR PROFESSIONAL LIABILITY

To the fullest extent permitted by law, the **CONSULTANT** shall indemnify, and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the **CONSULTANT'S** negligent acts, errors, omissions or mistakes relating to professional services in the performance of this Contract. **CONSULTANT'S** duty to indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any negligent acts, errors, omissions or mistakes, related to professional services in the performance of this Contract including any person for whose negligent acts, errors, omissions or mistakes, the **CONSULTANT** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

##### **For all other hazards, liabilities, and exposures:**

To the fullest extent permitted by law, the **CONSULTANT** shall defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings), relating to, arising out of or resulting from the **CONSULTANT'S** work or services. **CONSULTANT'S** duty to defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of the **CONSULTANT**, anyone **CONSULTANT** directly or indirectly employs or anyone for whose acts **CONSULTANT** may be liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

**Abrogation of Arizona Revised Statutes Section 34-226:**

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then this duty of indemnification shall extend to all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted therefrom, caused in whole or in part by any negligent acts, errors, or omissions relating to professional work or services in the performance of this Contract by the **CONSULTANT**, or anyone directly employed by the **CONSULTANT** or anyone for whose acts **CONSULTANT** may be liable regardless of whether it is caused by any party indemnified hereunder, including the **COUNTY**.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of the **COUNTY**.

3.3.2 **INSURANCE REQUIREMENTS:**

**CONSULTANT**, at **CONSULTANT'S** own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the **COUNTY**, constitute a material breach of this Contract.

The **CONSULTANT'S** insurance shall be primary insurance as respects the **COUNTY**, and any insurance or self-insurance maintained by the **COUNTY** shall not contribute to it.

The policies required hereunder, except Workers' Compensation and Professional Liability, shall contain a waiver of transfer of rights of recovery (subrogation) against the **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of the **CONSULTANT'S** work or service.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the **COUNTY**.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the **COUNTY** under such policies. The **CONSULTANT** shall be solely responsible for the deductible and/or self-insured retention and the **COUNTY**, at its option, may require the **CONSULTANT** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The **COUNTY** reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONSULTANT** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONSULTANT** from, or be deemed a waiver of, the **COUNTY'S** right to insist on strict fulfillment of **CONSULTANT'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation and Professional Liability, shall name the **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

- 3.3.3 Commercial General Liability. **CONSULTANT** shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. The coverage shall include X,C,U.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, CG 20 10 11 85, and shall include coverage for **CONSULTANT'S** operations and products and completed operations.

- 3.3.4 Automobile Liability. **CONSULTANT** shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONSULTANT'S** vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

- 3.3.5 Workers' Compensation. The **CONSULTANT** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONSULTANT'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, the **CONSULTANT** will require the Subconsultant to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the **CONSULTANT**.

- 3.3.6 Professional Liability. The **CONSULTANT** retained by the **COUNTY** to provide the work or service required by this Contract shall maintain Professional Liability insurance covering negligent acts, errors, or omissions arising out of the work or services performed by the **CONSULTANT**, or any person employed by the **CONSULTANT**, with a limit of not less than \$1,000,000 each claim.

#### 3.4 CERTIFICATES OF INSURANCE:

Prior to commencing work or services under this Contract, **CONSULTANT** shall furnish the **COUNTY** with Certificates of Insurance, or formal endorsements as required by the Contract, issued by **CONSULTANT'S** insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the **CONSULTANT'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the **COUNTY** fifteen (15) days prior to the expiration date.

#### 3.5 REQUIREMENT OF CONTRACT BONDS:

Concurrently with the submittal of the Contract, the Contractor shall furnish the Contracting Agency the following bonds, which shall become binding upon the award of the Contract to the Contractor.

- (A) A Performance Bond in an amount equal to \$500,000 conditioned upon the faithful performance of the Contract in accordance with plans, specifications and conditions thereof. Such bond shall be solely for the protection of the Contracting Agency awarding the Contract.

(B) A Payment Bond in an amount equal to \$100,000 solely for the protection of claimants supplying labor or materials to the Contractor or his Subcontractors in the prosecution of the work provided for in such contract.

Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the court.

Each such bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the Contracting Agency. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated "Best-A" or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

**The above bonds are to be identified with PROPOSAL serial number, title and return address.**

### 3.6 CANCELLATION AND EXPIRATION NOTICE

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the **COUNTY**.

### 3.7 TERMS AND PAYMENT:

Payment under contract will be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the Purchase Order. Invoices shall contain the following information: Purchase Order number, item numbers, description of supplies and or/services, sizes, quantities, unit prices and extended totals and applicable sales/use tax. The County is not subject to excise tax.

### 3.8 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America MC Procurement Card or other procurement card that may be used by the County from time to time, to place and make payment for orders under this Contract. Proposers without this capability may be considered non-responsive and not eligible for award consideration.

#### **Purchase Card Clarification.**

Maricopa County's Bank of America Purchase Card program is based on the MasterCard charge card. There is no charge from Maricopa County for the program, any costs or charges to the vendor or contractor will be based on the transaction dollar amount and is from the Vendors/contractors servicing Bank. The vendor/contractor should contact their bank to arrange for the acceptance and information concerning any charges to use this program.

The advantages of accepting the purchase card for payment are as follows.

1. The bank pays the vendor/contractor in 48 to 72 hours versus 30 days from Maricopa County.
2. The vendor/contractor does not have to invoice Maricopa County.
3. The vendor/contractor does not have to carry that transaction in their account receivable.

Maricopa County offers this opportunity only to vendors/contractors that are not 1099 reportable to the Internal Revenue Service. Maricopa County will be asking those vendors/contractors that are offered this opportunity to give the County a prompt payment discount.

### 3.9 PROMPT PAYMENT DISCOUNT:

Maricopa County, through its "Purchase Card Process" has initiated changes that are intended to both improve and expedite the purchasing and payment process. In light of these efforts, Proposers are strongly encouraged to offer Maricopa County prompt payment discounts for this service and take into consideration receipt of payment with seventy-two (72) hours from time of payment processing. Discounts offered will be considered in the evaluation price analysis process.

**3.10 INTERNET ORDERING CAPABILITY:**

It is the intent of Maricopa County to utilize the Internet to place orders under this price contract. Proposers without this capability may be considered non-responsive and not eligible for award consideration.

**4.0 CONTRACT TERMS & CONDITIONS:**

**4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:**

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this proposal will be a requirements contract. However, this Contract does not guarantee that any purchases will be made. It only indicates that if purchases are made for the services contained in this Contract, that they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or Department and proper authorization and documentation have been approved.

**4.2 ESCALATION:**

Any requests for price adjustments must be submitted thirty (30) days prior to the Contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for Urban Consumers. Increases shall be approved in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

**4.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:**

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

**4.4 DEFAULT:**

The County may suspend, terminate, or modify this contract immediately upon written notice to the Contractor in the event of a nonperformance of stated objectives or other material breach of contractual obligations; or upon the happening of any event which would jeopardize the ability of the Contractor to perform any of its contractual obligations. Maricopa County reserves the right to have service provided by other than the Contractor if the Contractor is unable or fails to provide requested service within the specified time frame.

**4.5 TERMINATION BY THE COUNTY:**

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Agreement. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Agreement, then the County may terminate this Agreement. Prior to termination of this Agreement, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

**4.6 APPROPRIATION CONTINGENCY:**

The Contractor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The Contractor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

**4.7 ORGANIZATION - EMPLOYMENT DISCLAIMER:**

The Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the agreement are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

**4.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

**4.9 OFFSET FOR DAMAGES:**

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this Contract.

**4.10 ADDITIONS/DELETIONS OF SERVICE:**

The County reserves the right to add and/or delete services to this Contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the PROPOSAL price. Should additional services be required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

**4.11 ASSIGNMENT OR SUBCONTRACTING:**

Neither this Agreement, nor any portion thereof, may be assigned by Contractor without the written consent of the County first having been obtained. Any attempt by the Contractor to assign or subcontract any performance of this Contract without the written consent of the County shall be null and void and shall constitute a breach of this Contract.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as proposed in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

**4.12 AMENDMENTS:**

All amendments to this Contract must be in writing and signed by both parties.

**4.13 CONFORMATION WITH THE LAW:**

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

**4.14 CONTRACT COMPLIANCE MONITORING:**

The Materials Management Department and Using agency(s) shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

**4.15 RETENTION OF RECORDS:**

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

**4.16 ADEQUACY OF RECORDS:**

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided to eligible clients the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

**4.17 AUDIT DISALLOWANCES:**

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

**4.18 P.O. CANCELLATION LANGUAGE:**

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc. Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a proposal in response to this solicitation, the Contractor specifically acknowledges to be bound by this cancellation policy.

**4.19 RIGHTS IN DATA:**

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

**4.20 SECURITY AND PRIVACY:**

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized Subcontracts.

**4.21 SEVERABILITY:**

Any provision of this Contract which is determined to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

**4.22 VALIDITY:**

The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Contract.

**4.23 CONTRACTOR RESPONSIBILITY:**

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his Employees or Subcontractors.

Contractor agrees that all Subcontractors performing work under this Contract shall comply with its provisions and it is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees of the Contractor, and not employees of Maricopa County.

Contractor acknowledges and agrees that it is liable and responsible for any act or omission by the Contractor, its employees, agents, officers, representatives, and subcontractors occurring in the course of Contractor's performance of this Contract, whether such act or omission occurs on County property or elsewhere. Contractor shall be liable for any loss or damage arising out of or related to Contractor's performance of this contract, Contractor shall bear the above stated liability, even in absence of its own negligence, unless County actions caused the loss or damage (i.e., if regulation, but damage occurs, Contractor is responsible for such damages.) Contractor shall bear the above stated liability, consequential, incidental, direct, and indirect damages, and shall be liable for all costs, including attorney's fees, incurred by the County to enforce this provision.

**4.24 FAILURE TO PROVIDE SERVICES:**

Maricopa County reserves the right to have service provided by other than the Contractor if the Contractor is unable or fails to provide requested service within the specified time frame.

**4.25 DELIVERY:**

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain material on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

**4.26 PRICE REDUCTIONS:**

By submitting a proposal in response to this solicitation, Contractors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the contract period your company offers a lower price to another customer, **SIMILAR PRICES MUST BE EXTENDED TO MARICOPA COUNTY** If a notification IS not made of said price reductions, upon discovery Maricopa County shall reserve the right to take any or all of the following actions:

4.26.1 Cancel the Contract, if it is currently in effect.

4.26.2 Determine the amount which the County was overcharged and submit a request for payment from the Contractor for that amount.

4.26.3 Take the necessary steps to collect any performance surety provided on the applicable contract.

4.27 CHANGES:

The County may require changes in the scope of the services to be performed by the Contractor hereunder. All such changes, which are mutually agreed upon by and between all the parties, shall be incorporated in written amendments to this Contract. All such amendments shall state any increase or decrease in the amount of the compensation due to the Contractor for the change in scope.

4.28 EMPLOYEE RESPONSIBILITY:

No responsibility will attach to a county employee for the premature opening of a proposal not properly addressed and identified in accordance with the proposal documents.

4.29 CONTRACT DOCUMENTATION:

The contract documentation consists of this document along with the vendor's proposal and the best and final offer (copy attached).

**LANDATA AIRBORNE SYSTEMS INC, 17361 ARMSTRONG AVE, IRVINE CA 92614-5721**

PRICING SHEET S072205/B0602625

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL:  X  YES \_\_\_\_\_ NO

ACCEPT PROCUREMENT CARD:  X  YES \_\_\_\_\_ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:  X  YES \_\_\_\_\_ NO  1-1/2  % REBATE  
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: \_\_\_\_\_ YES  X  NO \_\_\_\_\_ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT:  X  YES \_\_\_\_\_ NO

**PRICING:**

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

**ITEM DESCRIPTION**

	UNIT PRICE		UNITS
	YEARS 1	YEAR 2&3	
1.0 SEMIRECTIFIED AERIAL PHOTOGRAPHY (OPTION 1)	\$52.95	\$39.83	PER/SQ MILE
2.0 ORTHO RECTIFICATION TO USGS QUADS (OPTION 2)	\$55.45	\$41.34	PER/SQ MILE
3.0 ORTHO RECTIFICATION USING AIRBORNE GPS & STEREO PHOTOGRAPHY (OPTION 3)	\$106.52	\$44.00	PER/SQ MILE
4.0 ORTHO RECTIFICATION USING AIRBORN GPS NO STEREO PHOTOGRAPHY (OPTION 3)		\$39.00	PER/SQ MILE
<b><u>5.0 ORTHO RECTIFICATION USING AIRBORNE GPS &amp; STEREO PHOTOGRAPHY (OPTION 3)</u></b>	<b><u>\$160.00</u></b>		<b><u>PER/SQ MILE</u></b>
<b><u>IN AREAS OF HIGH TERRAIN RELIEF (TONTON NATIONAL FOREST )</u></b>			
<del>4.0</del> <b><u>6.0 SCANNING/BLACK 7 WHITE</u></b>			
A. 150 - 1,000 DPI	\$13.00	\$13.00	PER/SCAN
B. 1,001 - 1,500 DPI	\$16.00	\$16.00	PER/SCAN
C. 1,501 - 2,000 DPI	\$20.00	\$20.00	PER/SCAN
D. 2,001 - 3,000 DPI *	\$25.00	\$25.00	PER/SCAN
<b><u>5.0 7.0 SCANNING/COLOR:</u></b>			
A. 150 - 1,000 DPI			
B. 1,001 - 1,500 DPI	\$30.00	\$30.00	PER/SCAN
C. 1,501 - 2,000 DPI	\$34.00	\$34.00	PER/SCAN
D. 2,001 - 3,000 DPI *	\$38.00	\$38.00	PER/SCAN
	\$48.00	\$48.00	PER/SCAN

\* ASSUMES ROLL NEGATIVES (CUT FILM OR DIAPOSITIVES, PLEASE ADD 25%)

**LANDATA AIRBORNE SYSTEMS INC, 17361 ARMSTRONG AVE, IRVINE CA 92614-5721**

ITEM DESCRIPTION	UNIT PRICE		UNITS
	YEARS 1 & 2	YEAR 3	
<del>6.0</del> <b>8.0 AERIAL PHOTOGRAPHY (ASSESSOR SPECIFIC)</b>			
A. PRINTED AERIAL PHOTO, 1" = 400' 33" X 30"	\$196.00	\$196.00	PER/EACH
B. PRINTED AERIAL PHOTO, 1" = 600' 24" X 20"	\$96.00	\$96.00	PER/EACH
C. PRINTED AERIAL PHOTO, 1" = 1200' 24" X 20"	\$96.00	\$96.00	PER/EACH
<del>7.0</del> <b>9.0 PLEASE PROVIDE ANY ADDITIONAL SERVICE(S) PRICING AND VOLUME/QUANTITY DISCOUNT PRICING BELOW:</b>			
A. FAST DODGE/BLACK & WHITE	\$2.00	\$2.00	PER/SCAN
B. FAST DODGE/COLOR	\$3.00	\$3.00	PER/SCAN
C. CD ROM	\$10.00	\$10.00	PER/EACH
D. 8MM TAPE	\$15.00	\$15.00	PER/EACH
E. 35GB DLT	\$95.00	\$95.00	PER/EACH
<b><u>F. DIGITIZING STREET NETWORK CENTERLINES, DOUBLE LINES FOR HIGHWAY &amp; BUILD TOPOLOGY</u></b>	<b><u>\$49,000.00</u></b>		<b><u>ENTIRE COUNTY</u></b>
<b><u>G. ADD ALL STREET NAMES AS AN ATTRIBUTE TO THE DIGITIZED CENTERLINES</u></b>	<b><u>\$11,000.00</u></b>		<b><u>ENTIRE COUNTY</u></b>
<b><u>H. DIGITIZE 3D BREAKLINES FOR ALL STREAMS</u></b>	<b><u>\$57.60</u></b>		<b><u>PER/SQ.MI</u></b>
<del>I</del> F. ADDITIONAL OPTION YEARS ARE OFFERED AT THE SAME PRICES, RELATIVE TO THE PROJEC SIZE			
<del>J</del> G. ADDITIONAL MAPPING,GIS, REMOTE SENSING AND AERIAL PHOTOGRAPHY WILL BE OFFERED BASED ON ESTIMATES PREPARED ON A CASE BY CASE BASIS			

Terms: **NET 30 1% 10 DAYS, NET 30**

Vendor Number: 953178304

Federal Tax ID Number: 95-3178304

Company Web Site: [www.landata.com](http://www.landata.com)

Telephone Number: (949) 784-4100

Fax Number: (949) 784-4101

Company Contact (REP): Kas Ebrahim, President

E-mail Address (REP): [kebrahim@landata.com](mailto:kebrahim@landata.com)

Contract Period: To cover the period ending November 30, 2003.

**EXHIBIT 2**  
**Sample Aerial Photo 1"=50'**



**\*NOTE: VENDORS MUST CONTACT THE PROCUREMENT OFFICER FOR A HARD COPY OF THIS EXHIBIT**

# EXHIBIT 3

## Areas of Coverage

Area to be done during the first year

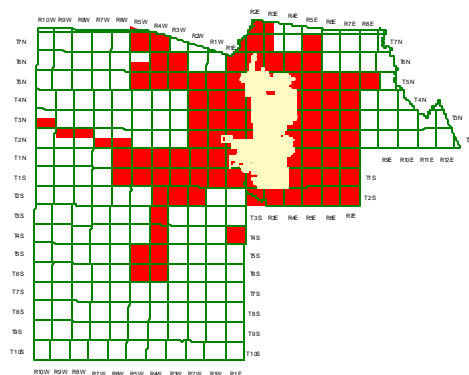
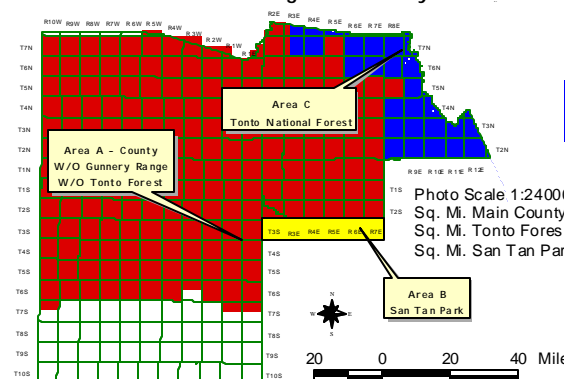


EXHIBIT 4

Areas with Existing DTM

